

AGN. NO. \_\_\_\_\_

MOTION BY SUPERVISOR MICHAEL D. ANTONOVICH

MARCH 9, 2004

On May 20, 2003, this Board approved a joint use agreement with the Westside Union School District for the construction of a gymnasium at Joe Walker Middle School in the Antelope Valley. The gymnasium will be used by the Department of Parks and Recreation in connection with programs at George Lane County Park, which is located on the western boundary of the school. The agreement allows Parks and Recreation the opportunity to provide recreational programs to the residents during non-school hours during the week and on weekends. The agreement stipulated the County would contribute \$1,250,000 from Proposition 12 grant funds to match \$1,250,000 from the School District's Proposition Y funding source, and in turn, the School District would apply to the State Public Education Facilities Bond Act of 2002 in the amount of \$2,500,000 for a total project of \$5 million. This would meet the requirements as set forth by the State Allocation Board for previous rounds of grant applications.

- MORE -

MOTION

MOLINA \_\_\_\_\_

BURKE \_\_\_\_\_

YAROSLAVSKY \_\_\_\_\_

ANTONOVICH \_\_\_\_\_

KNABE \_\_\_\_\_

After the School District submitted its grant application for the project, the California State Allocation Board (State) changed the procedure to require a 50/50 match be between the State and the joint use partner. This change in requirements necessitates the agreement be amended to indicate the County's match would increase by \$250,000 for a total of \$1.5 million being derived from Proposition 12 grant funds, the State's match will be reduced by \$1 million for a total of \$1.5 million, and the District's match would be increased by \$550,000 for a total of \$1.8 million coming from their Proposition Y funding source. The current estimate for the project is \$4.8 million.

**I, THEREFORE, MOVE THAT THE BOARD OF SUPERVISORS:**

1. Approve and instruct the Chair and the Clerk of the Board to sign the attached Amendment No. 1 to the Lane Park Joint Use Agreement Between the County of Los Angeles and the Westside Union School District for Construction of a New Gymnasium at Joe Walker Middle School; and
2. Authorize the Director of the Department of Parks and Recreation to administer the Agreement (including Amendment No. 1) on behalf of the County and prepare all necessary Proposition 12 grant applications for submittal to the State by the Chief Administrative Office.

# # #

MDA:sn

**AMENDMENT NO. 1**  
**2003 LANE PARK JOINT USE AGREEMENT BETWEEN**  
**THE COUNTY OF LOS ANGELES AND THE WESTSIDE UNION SCHOOL DISTRICT**  
**FOR CONSTRUCTION AND USE OF A NEW GYMNASIUM AT JOE WALKER**  
**MIDDLE SCHOOL**

This Amendment No. 1 (Amendment) to the Joint Use Agreement (Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004 by and between the County of Los Angeles (County), a body corporate and politic, and the Westside Union School District (District), a public school district organized and existing pursuant to California law. (County and District are hereinafter collectively referred to as the Parties).

**RECITALS**

- A. WHEREAS, on May 20, 2003, the Parties entered into a Joint Use Agreement for the purpose of constructing a proposed new gymnasium at Joe Walker Middle School and new parking lot serving the gymnasium ("Joint Use Project" or "Joint Use Facility," when constructed), which is estimated to cost \$4.8 million; and
- B. WHEREAS, the State of California Allocation Board (State) changed the procedure to require a 50/50 match between the State and the Joint Use Partner (County); and
- C. WHEREAS, District has received a grant from the State of California in the amount of \$1.5 million from the Kindergarten-University Public Education Facilities Bond Act of 2002 ("State grant") and will contribute an additional \$1.8 million from District's Bond Measure Y in exchange for County contributing joint-use project funding in the amount of \$1.5 million from Proposition 12 grant sources; and
- D. WHEREAS, County agrees to contribute joint-use project funding of \$1.5 million to provide the 50 percent match to State's \$1.5 million as awarded to the District.

**AGREEMENT**

NOW, THEREFORE in consideration of the mutual covenants and conditions contained herein, County and District agree as follows:

1. **Grant Application:** District agrees to apply for a grant from the State of California amounting to \$1.5 million from the Kindergarten-University Public Education Facilities Bond Act of 2002 ("State grant") and to contribute an additional \$1.8 million from District's Bond of Measure Y.
2. **Fund Release.** County, acting through its Auditor-Controller, agrees to transfer ten percent (10%) of County's \$1.5 million funding contribution to District when District's funding application is approved and apportioned by the State Allocation Board (SAB) and the County has received a certified copy of the School Facilities Fund Release notification sent to the District by the Office of Public School Construction (OPSC). County and District agree the balance of County's funding contribution will be released by County to District on a reimbursement basis quarterly or according to some other schedule as agreed to by County and District.

3. **Capital Costs.** District shall use County's funding contribution amounting to \$1.5 million to fund eligible construction costs of the Joint Use Project. County, as joint use partner, shall not be responsible for project costs beyond eligible costs as defined by Proposition 12 grant guidelines, or for cost overruns, or for costs beyond County's \$1.5 million contribution.
4. **Effect of Amendment.** This Amendment provides specifically for the joint use project by the District and the County, and shall not be construed as applying to any other District or County property and shall not serve as precedent for any other proposed or future joint-use agreements between the District and County, or between the District and any other public or private party.
5. **Ratification.** All other terms, conditions, covenants and promises of the Agreement not affected by the provisions of this Amendment shall remain in full force and effect and are hereby reaffirmed.

**IN WITNESS WHEREOF,** the District, by order of its Board of Trustees, has caused this Agreement to be duly executed on its behalf by the President of the Board of Trustees and attested by the Clerk thereof, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Chair of the Board of Supervisors and attested by the Executive Officer-Clerk thereof, as of the day, month and year first written above.

**WESTSIDE UNION SCHOOL DISTRICT**

By: \_\_\_\_\_  
Christine Le Beau, President of the  
of the Board of Trustees

**ATTEST:**

Board  
By: \_\_\_\_\_  
James Brink, Clerk  
of the Board of Trustees  
\_\_\_\_\_

Deputy

**COUNTY OF LOS ANGELES,** a  
corporate and politic body

By: \_\_\_\_\_  
Don Knabe, Chair  
Board of Supervisors

**ATTEST:** Violet Varona-Lukens,  
Executive Officer-Clerk of the

of Supervisors

By:

Deputy

**APPROVED AS TO FORM:**

Lloyd W. Pellman, County Counsel

By: \_\_\_\_\_  
Helen S. Parker, Principal